APPENDIX E.

Draft Labor Law proposed by Mr. Graham, Anderson, C.I.E., on behalf of the United Planters' Association of Southern India.

An Act to provide for the punishment of breaches of contract by laborers on coffee, tea and cinchona estates and by contractors for supplying laborers to work on such estates.

Preamble.

Whereas much loss and inconvenience are sustained by owners of coffee, tea, cinchona and cardamom estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of laborers on and suppliers of labor for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows :—

Short title

1. (1) This Act may be called the Estates' Labor Act, 1894.

Local extent.

(2) It extends to the whole of the Presidency of Fort St. George; and

Commencement.

(3) It shall come into force at once.

Interpretation clause.

2. In this Act, unless there is something repugnant in the subject or context,—

"Estate."

(i) "Estate" means a coffee, tea, cinchona or cardamom estate;

"Advance."

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply laborers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labor on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made either before the commencement or during the performance of the contract.

EXPLANATION I.—An advance may consist wholly or in part of an acquittance of a balance on a previous contract due by the person receiving an advance.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(*a*) A contracts to keep a gang of twenty laborers at work on B's estate from 1st June to 31st March. B gives A Rs. 100 and a duly executed acquittance of a debt of Rs. 100 due by A. Here A has received an advance of Rs. 200.

(*b*) In illustration (*a*) B on the arrival of the laborers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each laborer has

entered into a contract with B. But if B gives the money and the blankets at A's request as a part prepayment of the consideration for the contract between A and B, then the money and the blankets constitute an advance to A.

(c) A contracts with B to work on his estate for nine months at a monthly wage of Rs. 8 and B gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A has received an advance of Rs. 11-8-0.

Procedure on breach of contract.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorized by him, may complain either to a Magistrate having jurisdiction in the local area in which the contract was to be performed or to a Magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint, the Magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the Magistrate has reason to distrust the truth of the complaint, he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element, the fact that the time has expired, and in the case of contracts to perform certain work, the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

Inquiry by Magistrate.

4. On the production before him of the person complained against, the Magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

Magistrate may order repayment of advance or performance of contract.

5. If the Magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the Magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding, or (3) in case of the work contracted for being performed by other persons, the Magistrate shall order the defaulter to do other estate, work or works equivalent in value to the amount of the advance outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding, the Magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance.

Penalty for failure to comply with order.

6. When a Magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the Magistrate finds that such person has wilfully and without reasonable excuse refused or neglected to

comply with the order, he shall sentence him to imprisonment with hard labor for a term not exceeding three months.

Security for due performance of order.

7. When a Magistrate shall under Section 5 order any person to fulfil a contract, he may, at the request of the complainant, require such person to enter into a recognizance, with such security, not being less than twice the amount of the advance still outstanding, as may seem proper, for the due performance of the order; and in default of his entering into such recognizance or furnishing such security to the satisfaction of the Magistrate, he shall be punished in the manner provided in Section 6.

Penalty in default of repayment of advance.

8. When a person has been ordered to repay an advance under Section 5, the Magistrate may direct that in default of payment such person shall suffer imprisonment with hard labor for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

Saving of civil remedies.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.